



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization

ALTA / NSPS LAND TITLE SURVEY
CENTUM HEALTH

*A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 4 EAST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.*

This legal description was taken from item 10 - Result of Alta Survey

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED SCOTTSDALE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

UNITS 100, 110, 130, 135, 140, 150, 160, 170, 180, 190, 200, 205, 208, 220, 225, 230, 240, 245, 250, 260, 300, 305, 310, 320, 330, 335, 340, 350 400, 410, 420, 430 AND 440, SCOTTSDALE MEDICAL PAVILION CONDOMINIUM, A CONDOMINIUM AS CREATED BY THE DECLARATION OF CONDOMINIUM RECORDED IN RECORDING NO. 2009-1132198 AND SHOWN ON THE PLAT RECORDED IN BOOK 1038 OF MAPS, PAGE 10 AND AFFIDAVIT OF CORRECTION RECORDED DECEMBER 16, 2009 RECORDED IN RECORDING NO. 20091150739, RECORDS OF MARICOPA COUNTY, ARIZONA;

TOGETHER WITH ALL COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION AND AS DESIGNATED ON SAID PLAT.

Gary Kimnach

From: James.turpen@centumhealth.com
Sent: Monday, March 9, 2020 9:18 AM
To: Gary Kimnach
Subject: 7331 East Osborn Road

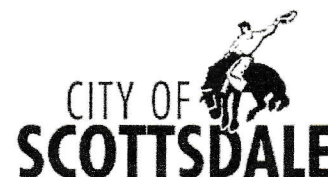
To the City of Scottsdale:

Gary Kimnach is authorized to work and represent the property owner - CHP Scottsdale Medical Pavillion LLC
- in all issues regarding planning and permitting.

Thank you!
James

Sent from my Verizon, Samsung Galaxy smartphone

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 7331 East Osborn Drive Scottsdale, AZ 8251
- b. County Tax Assessor's Parcel Number: See additional page with list of parcels
- c. General Location: _____
- d. Parcel Size: 104,108 SF
- e. Legal Description: Medical/Dental

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

James C. Turpen

Gary Kinnach

Date

3/6/, 2020

3/7, 2020

_____, 20____

_____, 20____

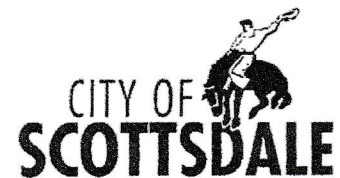
Signature

[Handwritten Signature]

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.ScottsdaleAZ.gov

Appeals of Dedication, Exactions or Zoning Regulations



Rights of Property Owner

In addition to the other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication of exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) when an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violations of Arizona and federal court decision.

Appeal Procedure

The appeal must be in writing and specify the City action appealed and the date final action was taken, and must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken

- No fee will be charged for filing
- The city Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply
- Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- The City will submit a takings impact report to the hearing officer.
- In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication of exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- The hearing officer must render his decision within five working days after the appeal is heard.
- The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial *nevo* with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:

City's Attorney's Office
3939 Drinkwater Blvd.
Scottsdale, AZ 85251
480-312-2405

Address your appeal to:

Hearing Officer, C/O City Clerk
3939 Drinkwater Blvd
Scottsdale, AZ 85251

Please be aware that City Staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

Planning and Development Services

7447 E. Indian School Road, Suite 105, Scottsdale, AZ 85251 ♦ www.ScottsdaleAZ.gov

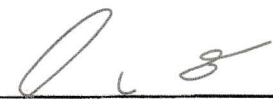
Owner Certification
Acknowledging Receipt
Of
Notice Of Right To Appeal
Exactions And Dedications

I hereby certify that I am the owner of property located at:

7331 E. Osborn Dr Scottsdale, AZ 85251

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.



Signature of Property Owner

3/6/2020

Date



COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **Commonwealth Land Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned

Natalie Bombardieri

By: _____

Authorized Signature

Commonwealth Land Title Insurance Company

By: _____

[Signature]

ATTEST

President

Marjorie Hemminger

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data for reference only:

Issuing Agent: Commonwealth Land Title Insurance Company NCS
Issuing Office: 2390 E. Camelback Road, Suite 230, Phoenix, AZ 85016
Escrow Officer: Kristin Guadagno
Email Address: kristin.guadagno@cltic.com
Title Officer: Ramon Castillo ramon.castillo@cltic.com 602-287-3522
Andrew Platt andrew.platt@cltic.com 602-287-3533

Issuing Office's ALTA®

Registry ID:

Loan ID Number:

Reference Number:

Issuing Office File Number: 19001981-040-KG-RLC

Property Address: 7331 E Osborn Rd, Scottsdale, AZ 85251

Revision Number: Amendment No. 4, Amendment Date: January 7, 2020

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: **January 2, 2020**
2. Policy to be issued:
 - (a) **ALTA 2006 Extended Owner's Policy**
Proposed Insured: **CHP Scottsdale Medical Pavilion LLC, an Arizona limited liability company**
Proposed Policy Amount: **\$9,180,000.00**
 - (b) **ALTA 2006 Extended Loan Policy**
Proposed Insured: **Arizona Bank & Trust**
Proposed Policy Amount: **\$4,000,000.00**
 - (c) **None**
Proposed Insured:
Proposed Policy Amount: **\$0.00**
3. The estate or interest in the Land described or referred to in this Commitment is:
A FEE
4. Title to the Fee estate or interest in the Land is at the Commitment Date [vested in](#):
KAMF Scottsdale, LLC, an Arizona limited liability company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

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81C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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AMERICAN
LAND TITLE
ASSOCIATION



14-DR-2020
4/21/2020

SCHEDULE A
(Continued)

Countersigned:

By: Natalie Bombardieri
Authorized Officer or Agent



By:

[Signature]

ATTEST

President

[Signature]

Secretary

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EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED SCOTTSDALE, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Units 100, 110, 130, 135, 140, 150, 160, 170, 180, 190, 200, 205, 208, 220, 225, 230, 240, 245, 250, 260, 300, 305, 310, 320, 330, 335, 340, 350 400, 410, 420, 430 and 440, SCOTTSDALE MEDICAL PAVILION CONDOMINIUM, a condominium as created by the Declaration of Condominium recorded in Recording No. [2009-1132198](#) and shown on the plat recorded in [Book 1038 of Maps, page 10](#) and Affidavit of Correction recorded December 16, 2009 recorded in Recording No. [20091150739](#), records of Maricopa County, Arizona;

TOGETHER with all common elements as set forth in said Declaration and as designated on said Plat.

[APN: 130-21-022 thru 130-21-055](#)

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81C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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AMERICAN
LAND TITLE
ASSOCIATION



14-DR-2020
4/21/2020

SCHEDULE B

PART I – REQUIREMENTS

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 1. Pay the agreed amount for the estate or interest to be insured.
- 2. Pay the premiums, fees, and charges for the Policy to the Company.
- 3. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 5. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.

Note: No contact information can be found of record for the Scottsdale Medical Pavilion Condominium Association pursuant to ARS 33-1807(J).

- 6. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company will require a liability amount and list of requested endorsements prior to submitting the transaction for said approval. Failure to provide this information may result in the closing being delayed.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- 7. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): KAMF Scottsdale, LLC, an Arizona limited liability company

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

- 8. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.
- 9. Intentionally omitted.
- 10. Requirement satisfied. (Survey)

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SCHEDULE B – Section I (Continued)

11. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$6,690,000.00
 Dated: September 21, 2012
 Trustor/Grantor: KAMF Scottsdale, LLC, an Arizona limited liability company
 Trustee: Fidelity National Title Insurance Company, a California corporation
 Beneficiary: First Republic Bank
 Loan No. 27-492202-7
 Recording Date: September 28, 2012
 Recording No: [2012-0878659](#)

12. Furnish for recordation a full release of the Assignment of Leases and Rents

Executed by: KAMF Scottsdale, LLC, an Arizona limited liability company
 To: First Republic Bank
 Recording Date: September 28, 2012
 Recording No: [2012-0878660](#)

13. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: CHP Scottsdale Medical Pavilion LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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SCHEDULE B – Section I (Continued)

14. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: KAMF Scottsdale, LLC, an Arizona limited liability company

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

15. Furnish for recordation a deed as set forth below:

Type of deed: Warranty
 Grantor(s): KAMF Scottsdale, LLC, an Arizona limited liability company
 Grantee(s): CHP Scottsdale Medical Pavilion LLC, an Arizona limited liability company

Note: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

16. Payment of taxes for the second half of the year 2019, plus interest and penalties, if any.
17. Furnish for recordation a deed of trust, securing an indebtedness,

Executed by: CHP Scottsdale Medical Pavilion LLC, an Arizona limited liability company
 Beneficiary: Arizona Bank & Trust
 Amount: \$4,000,000.00

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SCHEDULE B – Section I
(Continued)

Tax Note:

Year: 2019

Tax Parcel No: [130-21-022 through 130-21-055](#), inclusive (All First Installment Paid)
(See Tax Sheets attached.)

END OF SCHEDULE B – SECTION I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



SCHEDULE B – SECTION II EXCEPTIONS

Schedule B of policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Taxes and assessments for the year 2020 and subsequent years, a lien, not yet due and payable.
2. Any outstanding liabilities and obligations, including unpaid assessments, imposed upon said Land by reason of: (a) inclusion thereof within the boundaries of the Salt River Project Agricultural Improvement and Power District; (b) membership of the owner thereof in the Salt River Valley Water Users' Association, an Arizona corporation and (c) the terms of any Water Right Application made under the reclamation laws of the United States for the purposes of obtaining water rights for said Land.
3. Reservations contained in the Patent

From: The United States of America
 Recording Date: January 26, 1891
 Recording No: [Book 25 of Deeds, Page 553](#)

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by local customs, laws and decisions of the courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Intentionally omitted.
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: underground utilities
 Recording Date: August 21, 1974
 Recording No: [Docket 10794, Page 751](#)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: electric lines
 Recording Date: September 13, 1975
 Recording No: [Docket 10828, Page 147](#)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



INFORMATION (Continued)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

 Purpose: underground electric lines
 Recording Date: August 10, 1994
 Recording No: [94-0601197](#)
9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

 Purpose: underground public utilities
 Recording Date: November 09, 2000
 Recording No: [2000-0863297](#)
10. Easements, covenants, conditions and restrictions as set forth on the plat for Condominium Plat for Scottsdale Medical Pavilion recorded in [Book 1038 of Maps, Page 10](#) and thereafter Affidavit of Correction recorded December 16, 2009 in Recording No. [20091150739](#).
11. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

 Recording Date: December 10, 2009
 Recording No: [2009-1132198](#)
12. Rights and claims of tenants in possessions, as tenants only, under prior unrecorded leases disclosed by the attached rent roll.
13. Matters which may be disclosed by an inspection of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

END OF SCHEDULE B, PART II – EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



INFORMATIONAL NOTES

END OF INFORMATIONAL NOTES

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C165 Commitment for Title Insurance (Adopted 6-17-06 Revised 08-01-2016)

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AMERICAN
LAND TITLE
ASSOCIATION



14-DR-2020
4/21/2020

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- ☐ **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ☐ **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- ☐ **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- ☐ **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- ☐ contact information (e.g., name, address, phone number, email address);
- ☐ demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- ☐ financial account information (e.g., loan or bank account information); and
- ☐ other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- ☐ Internet Protocol (IP) address and operating system;
- ☐ browser version, language, and type;
- ☐ domain name system requests; and
- ☐ browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected

We may collect Personal Information about you from:

- ☐ information we receive from you on applications or other forms;
- ☐ information about your transactions with FNF, our affiliates, or others; and
- ☐ information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- ☐ To provide products and services to you or in connection with a transaction involving you.
- ☐ To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- ☐ to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- ☐ to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- ☐ to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- ☐ to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- ☐ in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above.

Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this

Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE (01-01-08)

**AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks

3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT—FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be

ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to

- the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on Land
 - e. land division
 - f. environmental protectionThis Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01-01-08)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

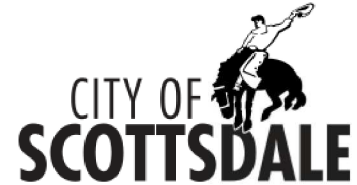
ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (01-01-08)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 7331 E. Osborn Drive, Scottsdale, AZ
- b. County Tax Assessor's Parcel Number: 130-21-022 to 130-21-055
- c. General Location: _____
- d. Parcel Size: 2.389 acres
- e. Legal Description: _____

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

Date

Signature

Virginia Hartmere

November 10, 2020

Virginia Hartmere Digitally signed by Virginia Hartmere
Date: 2020.11.10 08:59:38 -0700

_____, 20__

_____, 20__

_____, 20__

Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.ScottsdaleAZ.gov

COMMONWEALTH TITLE

WHEN RECORDED, RETURN TO:

19
So

Hogan Lovells US LLP
1601 Wewatta Street, Suite 900
Denver, Colorado 80202
Attention: Lea Ann Fowler, Esq.

19001901.040. VLG 2/4

SPECIAL WARRANTY DEED

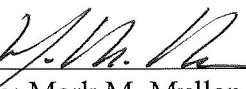
FOR Ten Dollars (\$10.00) and other good and valuable consideration, **KAMF SCOTTSDALE, LLC**, an Arizona limited liability company (the “Grantor”), hereby grants, sells and conveys to **CHP SCOTTSDALE MEDICAL PAVILION LLC**, an Arizona limited liability company, as to an undivided 49.72% tenant in common interest, **2121 CANYON, LLC**, a Colorado limited liability company, as to an undivided 32.68% tenant in common interest and **TO HOLDINGS, LLC**, a Colorado limited liability company, as to an undivided 17.60% tenant in common interest, the real property situated in Maricopa County, Arizona, described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Land”) together with all of Grantor’s right, title, and interest in and to any improvements located on the Land, and all access, easement, right-of-way, water, mineral, oil, gas and other hydrocarbon substance, and other rights, interests and privileges of any nature whatsoever appurtenant or relating to the Land (collectively, the “Property”).

Subject to: (i) the permitted exceptions set forth on **Exhibit B** attached hereto and incorporated herein by this reference (the “Permitted Exceptions”); (ii) real property taxes and assessments not currently due and payable; (iii) reservations in patents from the United States or the State of Arizona; (iv) all easements, rights-of-way, covenants, conditions, restrictions or any other matters of record on the Property; and (v) any matters that a correct survey or physical inspection of the Property would disclose.

Grantor warrants title to the Property, subject to the matters referenced above, only against its own acts, but not the acts of any others.

Dated this 31st day of January, 2020.

KAMF SCOTTSDALE, LLC,
an Arizona limited liability company

By: 
Name: Mark M. Mullen
Title: Chief Operating Officer

Unofficial Document

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF San Francisco)

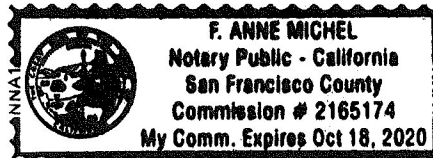
On January 29, 2020, before me, F. Anne Michel, Notary Public, personally appeared Mark M. Mullen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Unofficial Document

WITNESS my hand and official seal.

F. Anne Michel

Notary Public



Place Notary Seal Above

Exhibit A**Legal Description of the Premises**

Lot 3, Scottsdale Osborn Plaza, according to Book 170 of Maps, page 46, records of Maricopa County, Arizona;

EXCEPT the following described property:

COMMENCING at a point on the North line of Lot 3, the same being the most Easterly Southeast corner of Lot 1 of said subdivision;

THENCE South $89^{\circ}58'35''$ West, along a line common to said Lots 1 and 3, a distance of 138.10 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said common line, South $89^{\circ}58'35''$ West, a distance of 9.37 feet to the Northwest corner of said Lot 3;

THENCE South $00^{\circ}01'25''$ West along the West line of said Lot 3, a distance of 2.33 feet to a point on a curve;

THENCE Northeasterly along the arc of a curve concave Southeasterly, whose radius point bears South $27^{\circ}57'12''$ East, a distance of 20.00 feet, and having a central angle of $27^{\circ}55'47''$, a distance of 9.75 feet to a point of tangency, and the TRUE POINT OF BEGINNING; and

EXCEPT the following described by Special Warranty Deed 1994 0681283;

That portion of Lot 3, Scottsdale Osborn Plaza, according to Book 170 of Maps, page 46, records of Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 3;

THENCE North $00^{\circ}11'02''$ East, 17.38 feet along the Westerly lot line of Lot 3;

THENCE departing said Westerly lot line North $80^{\circ}39'57''$ East, 292.60 feet to the beginning of a curve concave to the Northwest having a radius of 12.00 feet;

THENCE Northeasterly 16.86 feet along said curve through a central angle of $80^{\circ}28'55''$ to the Easterly lot line of said Lot 3;

THENCE South $00^{\circ}11'02''$ West, 64.72 feet along said Easterly lot line to the beginning of a curve concave to the Northwest having a radius of 12.00 feet;

THENCE Southwesterly 18.81 feet along said curve through a central of $89^{\circ}49'25''$ to the Southerly lot line of said Lot 3;

THENCE North $89^{\circ}59'33''$ West, 286.63 feet along said Southerly lot line to the POINT OF BEGINNING.

Exhibit B

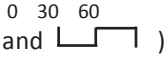
1. Easement for underground utilities recorded August 21, 1974 as Recording No: Docket 10794, Page 751
2. Easement for electric lines recorded September 13, 1975 as Recording No: Docket 10828, Page 147
3. Easement for underground electric lines recorded August 10, 1994 as Recording No: 94-0601197
4. Easement for underground public utilities recorded November 09, 2000 as Recording No: 2000-0863297

Unofficial Document

Plan & Report Requirements for Development Applications



The following information should be utilized as a guide, but shall not be considered a complete list of required information. Since each development/project is different, the City of Scottsdale reserves the right to request additional information to ensure a project is in compliance with all City requirements, codes, ordinances, policies and approvals. The information contained within is not the requirements for final plan approval. Contact the Planning and Development Services Department for the Quality Submittal information.

- Additional information may be required depending on zoning district, development, Zoning Case (ZN), Use Permit (UP), Master Design Concept Plan (MDCP), Building and Fire codes, previous Development Review Board (DRB) stipulations, and/or the Design Standards & Policies Manual (DS&PM).
- All plans shall be label and dated.
- All fonts shall be 12 point unless otherwise indicated.
- All plans shall contain a written and bar scale on each plan sheet. (Example 1" = 30'-0" and )
- All plans shall contain the project name, design professional(s), and Owner.
- The plans shall contain the following information indicated with an "☒". The information that is not marked may be required by the district and shall be provided if the district has the development standard. The owner/agent shall provide any item that is not marked if it is included in the development proposal.
- All plans must be folded

CONTEXT AERIAL WITH THE PROPOSED SITE PLAN SUPERIMPOSED

The context aerial with the proposed site plan superimposed shall contain the following information indicated with an "☒".

- ☒ Show the proposed site plan in relation to surrounding development including the following:
- ☒ Building footprints and other site improvements such as drives, parking areas, site walls (indicate height of buildings and site walls);
- ☒ Label surrounding zoning and land uses;
- ☒ Streets including sidewalks, and any surrounding driveways or intersections;
- ☒ Show bike paths and trails; and
- ☒ Development plans approved by the Development Review Board during the past year that have not been constructed. (Approved plans are available at the Scottsdale Records Division at 7447 East Indian School Road, Suite 105).

SITE PLAN

The site plan shall contain the following information indicated with an "☒". The information that is not marked may be required by the district and shall be provided if the district has the development standard.

- The site plan shall address all Zoning Ordinance requirements, ZN, and UP stipulations. The site plan shall match the civil plans, landscape plans, open space plan, Natural Area Open Space (NAOS) plan, and electrical site plan.

• Project Information

- | | |
|--|--|
| <input checked="" type="checkbox"/> Project name | <input checked="" type="checkbox"/> Vicinity map |
| <input checked="" type="checkbox"/> Parcel address | <input type="checkbox"/> Other _____ |

• Project Data

- | | |
|---|--|
| <input checked="" type="checkbox"/> Gross and Net lot areas in square feet | <input checked="" type="checkbox"/> Label all adjacent parcel's zoning |
| <input checked="" type="checkbox"/> Parcel Zoning | <input type="checkbox"/> Lot Coverage |
| <input checked="" type="checkbox"/> Gross Floor Area | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Bike parking (required, provided, show calculations) | |
| <input checked="" type="checkbox"/> Open space (required, provided, show calculations) | |
| <input type="checkbox"/> Private open space per unit type (required, provided, show calculations) | |
| <input type="checkbox"/> Number of residential units identified by the number of bedrooms | |
| <input type="checkbox"/> Natural Area Open Space (NAOS) (required, provided, show calculations) | |
| <input type="checkbox"/> Density (allowable, provided, show calculations) | |
| <input type="checkbox"/> Floor Area Ratio (allowable, provided, show calculations) | |
| <input type="checkbox"/> Gross Floor Area Ratio (allowable, provided, show calculations) (All Downtown Area applications) | |
| <input checked="" type="checkbox"/> Parking (required, provided, show calculations) (Floor plan work sheets, addressing the parking requirements, shall be provide for all bar and live entertainment applications) | |
| <input checked="" type="checkbox"/> Accessible parking (required, provided, show calculations) | |
| <input type="checkbox"/> Covered parking if provided: | |

- (In a commercial establishment, when covered parking is provided for employee use only, then an equal percentage of accessible covered parking is not required. When covered parking is provided for the general public use in a commercial establishment, an equal percentage of accessible cover parking shall be provided.)
- (When covered and/or garage parking is provided in a multi-family uses, an equal percentage of accessible covered and/or garage parking shall be provided. An accessible route shall be stripped from the accessible covered parking to the nearest sidewalk).

• Plan

- | | |
|---|--|
| <input checked="" type="checkbox"/> Scale minimum 1" = 40'-0" | <input checked="" type="checkbox"/> North arrow |
| <input checked="" type="checkbox"/> Dimensions parcel from nearest monument line | <input checked="" type="checkbox"/> Parcel Dimensions |
| <input checked="" type="checkbox"/> Show each structure's/building's footprint | <input checked="" type="checkbox"/> Dimension and label the right-of-way |
| <input checked="" type="checkbox"/> Dimension between each structure/building | <input checked="" type="checkbox"/> Dimension and label all easements |
| <input checked="" type="checkbox"/> Dimension from building(s) to each property line | <input type="checkbox"/> Proposed median improvements |
| <input checked="" type="checkbox"/> Indicate sidewalk locations, pavement types, and size | <input checked="" type="checkbox"/> Dimension parking aisle and stalls |
| <input type="checkbox"/> Label and dimension the Scenic Corridor easement | <input type="checkbox"/> Label the NAOS easement |

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- ☐ Show the location of the proposed trails
- ☒ Identify the location of the bike parking.
- ☒ Lowest finished floor for each building is labeled (may be provided on the civil plans)
- ☒ Perimeter wall(s) and screen wall(s) locations shall be shown graphical
- ☒ Provide a dimension from the right-of-way centerline to the face of curb
- ☒ Show all right-of-way improvements (street, sidewalk, driveway, etc.)
- ☒ Indicate location of above ground utility equipment and screening (screening may be landscaping).
- ☒ Whenever an accessible route is separated from a building by a drive aisle, a stripped accessible route shall be provided to the nearest public entrance.
- ☒ Provide a minimum of three top-of-curb elevations (large site will require more) on each adjacent street (may be provided on the civil plans)
- ☒ Provide the total number of parking stalls in a consecutive line.
- ☐ Fountains/water features shall be in conformance with section 49-242. All fountains require the approval of City of Scottsdale's Water Resource Department.
- ☒ The site plan shall address ADA accessibility access requirements.
- ☒ Sight visibility triangles (SVT), drawn pursuant to the Design Standards and Policy Manual (DS&PM), shall be shown to the curb line. (DS&PM Figure 5.3-26 at driveway entrances, and DS&PM Figures 5.3-26 and 5.3-27 at intersections)
- ☐ Landscape islands when required shall be provided at a minimum of every fifteen (15) parking spaces (ten (10) spaces in the Downtown Area). Landscape islands are required when twenty (20) parking spaces are provided on a property.
- ☒ A Landscape islands shall have an interior curb dimension of 7'-0" (This is required if the Landscape islands is to be counted as parking lot landscaping). A Landscape islands shall have a minimum interior curb dimension of 4'-0" if a tree is to be planted. Provide dimensions on the plan.
- ☒ Periodic typical standard parking stall dimensions shall be provided on the plans.
- ☒ All accessible stalls (11'-0" and 5'-0" aisle access without bollards) dimensions shall be provided on the plans.
- ☒ Drive aisles shall be dimensioned.
- ☒ Landscape buffer zones pursuant to Article X of the Zoning Ordinance.
- ☒ Show the location of the refuse enclosure. The refuse enclosure and design shall be in conformance with the C.O.S. Supplement to the MAG details (the detail number shall be provided on the plan).
- ☐ For all development in the Downtown Area that has buildings with a façade width of two hundred (200) feet or greater, shall provide separate Site Plan that includes the Prevailing Setbacks for Buildings Adjacent to a Public Street as defined by the Downtown District "D" of Zoning Ordinance. The area utilized to calculate the Prevailing Setback shall be graphically shown, hatched and dimensioned.
- ☒ Fire Department requirements. (See requirements at the end of this packet)
- ☐ Other _____

SITE DETAILS

Site Detail may be required for some developments and shall contain the information indicated with an "☒". Requirements may vary depending on the zoning district, development, ZN, and UP stipulations.

- The site details may be provided on the site plan or a separate sheet.

- ☒ Lot light pole details shall include color, finish and height.
- ☒ Screen wall and site wall elevation details shall be provided, call out colors and material finishes.
- ☒ Provide the elevations of the refuse enclosure. The refuse enclosure and designed shall be in conformance with the C.O.S. Supplement to the MAG details (the detail number shall be provide on the plan).

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- ☐ Carport details (if approval is desired as part of overall approval). Call out the color and finish of the canopy structure. If lighting is proposed, then a canopy cross-section must be provided showing that the proposed light fixture is recessed and shielded by the canopy fascia. (Accessible carport minimum clearance is 98" measured from the highest stall grade beneath canopy to the lowest cross member of the canopy.)
- ☐ Other _____

PEDESTRIAN AND VEHICULAR CIRCULATION PLAN

Pedestrian and Vehicular Circulation Plan may be required for some developments and shall contain the information indicated with an "☒". Requirements may vary depending on the zoning district, development, ZN, and UP stipulations.

- ☒ The Pedestrian and Vehicular Circulation Plan shall clearly delineate the pedestrians and vehicle routes through a site. In addition, the Pedestrian and Vehicular Circulation Plan shall clearly delineate the hierarchy of the pedestrian and vehicular circulation routes.
- ☒ The pedestrian and vehicular circulation routes shall have separate unique identification symbols that also are unique in the manner to identify the hierarchy of the routes.
- ☐ Other _____

FLOOR PLAN WORK SHEETS

Floor plan work sheets may be required for some developments and shall contain the information indicated with an "☒". Requirements may vary depending on the zoning district, development, ZN, and UP stipulations.

- ☒ Floor plan work sheets for bars and restaurants shall graphical identify Bar area, and kitchen area, as defined by the Zoning Ordinance. Each separate area shall identify the total square footage to the hundredth place, the gross floor area shall be provided.
- ☒ Floor plan worksheet for multi-family residences shall identify the total gross floor area of the individual unit
- ☒ The required private open space calculations shall also be provided on the plans.
- ☒ The private open space area for each unit shall by hatching and identify the total square footage to the hundredth place.
- ☐ Other _____

FLOOR PLAN WORK SHEETS ADDITIONAL REQUIREMENTS (PROJECTS IN THE DOWNTOWN AREA)

Floor plan work sheets may be required for some developments and shall contain the information indicated with an "☒". Requirements may vary depending on the zoning district, development, ZN, and UP stipulations.

- ☒ Dimension the maximum building length of each as defined by the Zoning Ordinance.
- ☒ Dimension the horizontal exterior wall surface of each break and offset as defined by the Zoning Ordinance.
- ☐ Dimension the width of the Private Outdoor Living Space.
- ☐ Each separate Private Outdoor Living Space area shall identify the total square footage to the hundredth place.

OPEN SPACE PLAN (SITE PLAN WORK SHEET)

The following information indicated with an "☒" shall be provided on the open space plan. Requirements may vary and additional information may be required, depending on the zoning district, development, ZN and UP stipulations.

- ☒ An open space plan shall be provided addressing all Zoning Ordinance requirements, ZN and UP stipulations.
- ☒ Total open space area required (show calculations), and the total area provided in square feet shall be identified on the plan.

- ☒ Each calculated area on the open space plan shall be separately identified, and each area's individual square footage shall be identified to the hundredth place. The 2'-0" overhang of a parking stall shall not be counted toward the parking lot landscape or the open space requirements.
- ☒ Front open space shall be identified by a distinctively different hatch pattern.
- ☒ All retention surface areas in the front open space shall be separately identified, and each area's individual square footage shall be identified to the hundredth place. The retention area shall not be deducted from the front open space area.
- ☒ Parking lots that have more than 20 parking spaces, shall provide an area equal to a minimum of 15% of the parking lot, as landscape open space. Parking lot landscaping is in addition to the district's open space requirements. A median planter, that is to be counted as landscape open space, shall have an interior curb dimension of 7'-0" and a minimum square footage of 120 sqft. The 2'-0" overhang of a parking stall shall not be counted toward the landscape open space requirement. Landscape area that is located more than ten (10) feet from a drive aisle or parking shall is not considered parking lot landscape open space.
- ☐ Other _____

NAOS PLAN (ELS Areas)

When a NAOS plan is required, the following information indicated with an "☒" shall be provided on the NAOS plan. Requirements may vary and additional information may be required, depending on the zoning district, development, ZN and UP stipulations.

- The NAOS plan and the open space plan address different Zoning Ordinance requirement and are to not be combined in to one plan.
- ☒ A slope analysis graphic shall be provided with the NAOS plan.
 - The slope analysis shall be sealed and signed by a Civil Engineer, Landscape Architect, or Surveyor Registered in Arizona.
 - The slope analysis graphic shall clearly identify all slope categories, as defined by the Zoning Ordinance, by hatching, separate colors, etc.
 - Based on the gross lot area, the slope analysis shall identify all slope category total square footage to the hundredth place. The chart shall be representative of the Table 6.1060.A of the Zoning Ordinance.
- ☒ Total NAOS area required in sqft (show calculations based on the slope category), and the total area provided shall be identified on the plan.
- ☒ The total allowable revegetated NAOS in sqft (show calculations) and the total provided revegetated NAOS areas shall be identified on the plan.
- ☒ Each total calculated NAOS area on the NAOS plan shall be separately identified, and each area's individual square footage shall be identified to the hundredth place.
- ☒ Each calculated area's revegetated NAOS on the NAOS plan shall be separately identified, and each area's individual square footage shall be identified to the hundredth place.
- ☒ Each calculated area minimum square footage and width must meet the Zoning Ordinance requirements.
- ☒ Sidewalks, drive aisles, rip rap, drainage structures, streets, paved path, and similar shall not be counted as NAOS.
- ☒ NAOS that is to be dedicated adjacent to a wall shall be identified as revegetated NAOS for a width of 5'-0" and the length of the wall.
- ☒ NAOS that is to be dedicated adjacent to a driveway or parking lot shall be identified as revegetated NAOS for a minimum width of 5'-0" and the length of the driveway or parking lot.
- ☒ NAOS that is to be dedicated over public utility, water line, and sewer line easements shall be identified as revegetated NAOS for a width and length of the easement within the NAOS easement.

- ☒ NAOS that is to be dedicated over private utilities shall be identified as revegetated NAOS for a minimum width of 10'-0" and the length of the improvement within the NAOS easement. Additional area may be required based of the type and size of the improvements.
- ☒ NAOS shall not be dedicated within 5'-0 of a building.
- ☒ NAOS dedicated with in 10'-0" of a building shall be identified as revegetated NAOS.
- ☐ Other _____

BOULDER FEATURES, BOULDER COLLAPSE, UNSTABLE SLOPES, NATURAL LANDMARKS AND ARCHAEOLOGICAL SITES, AND PROTECTED PEAKS AND RIDGES PLANS

(ESL areas – When required)

- The Boulder Features, Unstable Slopes, Natural Landmarks and Archaeological Sites, and Protected Peaks and Ridges Plans are color aeriels of the parcel(s) to be developed addressing the Zoning Ordinance requirements.
- Two plans are required:
 - The Boulder Features, Unstable Slopes, Natural Landmarks and Archaeological Sites, and Protected Peaks and Ridges Existing Conditions Plan, and
 - The Boulder Features, Unstable Slopes, Natural Landmarks and Archaeological Sites, and Protected Peaks and Ridges Proposed Development Plan.

The Boulder Features, Boulder Collapse, Unstable Slopes, Natural Landmarks and Archaeological Sites, and Protected Peaks and Ridges Existing Conditions Plan:

- ☒ 1-foot Contour lines are to be shown, and every 5 foot contour is to be labeled with the elevation.
- ☒ Existing parcel lines are to be shown and dimensioned.
- ☒ Boulder features, boulder collapse, boulder outcrops, unstable slopes, natural landmarks and archaeological sites and protected peaks and ridges as defined by the zoning ordinance shall be identified with a separate line type and labeled on the plan.

The Boulder Features, Boulder Collapse, Unstable Slopes, Natural Landmarks and Archaeological Sites, and Protected Peaks and Ridges Proposed Development Plan:

- ☒ Proposed parcel lines are to be shown and dimensioned.
- ☒ Proposed building envelopes are to be shown.
- ☒ Existing parcel lines are to be shown and dimensioned.
- ☒ Boulder features, boulder collapse, boulder outcrops, unstable slopes, natural landmarks and archaeological sites and protected peaks and ridges as defined by the zoning ordinance shall be identified with a separate line type and labeled on the plan.
- ☐ Other _____

MASTER THEMATIC ARCHITECTURAL CHARACTER PLAN

- The Master Thematic Architectural Character Plan shall include the primary and secondary architectural themes and design guidelines for all structures within a development.

ELEVATIONS

The following information indicated with an "☒" shall be provided on the elevations for all developments. Requirements may vary and additional information may be required, depending on the zoning district, development, ZN and UP stipulations.

- ☒ The elevations shall address Zoning Ordinance requirements, ZN, and UP stipulations.
- ☒ The building height shall be measured pursuant to the Zoning Ordinance. Dimensions, at a minimum, shall be provided from the Lowest Finished Floor (as identified by the Civil Engineer) to the top of building. Additional dimensions may be required.
- ☒ Building colors and materials shall address the Zoning Ordinance requirements, and their locations shall be clearly indicated on the elevations.
- ☒ All roof-mounted equipment shall be dashed in on all elevations. Roof-mounted equipment shall be completely screened by parapet or a screen wall. Screen walls shall utilize architectural colors and material finishes that match the building. (Line of sight is not a recognized method of screening.)
- ☒ Any wall-mounted lights shall be labeled and dimensioned to the top of the fixture. Exterior wall-mounted lights are considered site lighting and shall be included in the photometrics calculations.
- ☒ The colors and materials shown on the color elevations shall match the color and material board.
- ☐ Other _____

ELEVATION WORKSHEET(S)

The following information indicated with an "☒" shall be provided on the elevation work sheets for all developments. Requirements may vary and additional information may be required, depending on the zoning district, development, ZN and UP stipulations.

- Required for all Development applications for/with Planned Unit Development (PUD), Downtown, or Downtown Overlay zoning when elevations are required to be submitted.

Inclined Step Back Elevation Plans

- ☒ The elevations shall include the location of the curb adjacent to the building and a dimension from the curb to the closest building wall.
- ☒ Show and dimension the location of the inclined step back plane on all elevations.
- ☒ Label the corresponding line, 1:1 and 2:1 for the incline setback.
- ☒ Dimension the height of the inclined step back plane and each transition between the 1:1 and 2:1 step back on all elevations.
- ☒ The building height shall be measured pursuant to the Zoning Ordinance. Dimensions, at a minimum, shall be provided from the Lowest Finished Floor (as identified by the Civil Engineer) to the top of building. Additional dimensions may be required.
- ☒ Dimension the height of the mechanical screening.
- ☒ Provide the total surface area and the total allowable area of encroachment in a data table to the hundredth place.
- ☒ Indicate the location of the areas of the building that encroaches into the inclined step back with a hatch pattern. Each area shall be calculated separately, and each area's individual square footage shall be identified to the hundredth place. Provide the total area of encroachment in the data table.

ROOF PLAN WORKSHEET(S)

The following information indicated with an “☒” shall be provided on the roof plan for all developments. Requirements may vary and additional information may be required depending on the zoning district, development, ZN, and UP stipulations.

- Roof plans shall be required when the mechanical screening will exceed the allowable building height.
- ☒ The total area of the roof shall be provided in a data table on the plan.
- ☒ The area of the mechanical screen shall be identified by hatching, etc. Each separate area shall identify the total square footage to the hundredth place, and the total are shall be provide in the data table on the plan.
- ☒ Developments in the ELS areas shall label to all parapets, peaks, and ridges with the above sea level elevations based on the '88 datum and 1 foot contours shown.
- ☒ Dimension the location mechanical screening from the parapet.

PERSPECTIVE ELEVATIONS

- ☒ The perspective elevation shall be drawn to scale.
- ☒ The colors and materials shown on the color elevations shall match the color and material board.
- ☒ Any plant shown in the perspective shall match the plant type and location shown in the landscape plan.

STREETSCAPE ELEVATIONS

- ☒ The streetscape plans shall include at least the buildings on both sides of the elevation; the project coordinator may require the elevation to include additional buildings of the existing streetscape.
- ☒ The material and color shall match the material board

TRANSITIONS PLAN(S)

- ☒ The dimensioned transition plans shall include site cross sections with the proposed and adjacent development shown. In addition, plans shall be provided to demonstrate how the proposed development transitions to existing development, and how the proposed development will mitigate real and perceived impacts on the adjacent property.

ELECTRICAL SITE PLAN

The following information indicated with an “☒” shall be provided on the electrical site plan for all developments. Requirements may vary and additional information may be required depending on the zoning district, development, ZN, and UP stipulations.

- ☒ The electrical site plan shall address the Zoning Ordinance, ZN, and UP stipulations regarding onsite lighting.
- ☒ The electrical site plan shall match the architectural site plan, and shall provide a light fixture schedule that includes symbol, manufacture number, and lamp wattage.
- ☒ All exterior lighting shall be identified on this plan.
- ☒ All exterior lights shall include an identifier (symbol or letter, ex. ☉ or SA) that shall be cross-referenced to the light schedule and photometrics.
- ☒ The locations of the light poles shall not be located in the parking stall overhang.
- ☐ Landscape lighting is considered on site lighting and shall be identified on the Plans. Landscape lighting maybe shown on a separate plan sheet
- ☐ Other _____

EXTERIOR ON SITE LIGHTING DETAILS

The following information indicated with an "☒" shall be provided on the electrical site plan for all developments. Requirements may vary and additional information may be required depending on the zoning district, development, ZN, and UP stipulations.

- ☒ All exterior fixture lighting manufacture cut sheets shall be provided on 24"x36" paper, 8 ½" x 11" separate sheets will not be accepted. Each cut sheet shall clearly identify the light fixture manufacture number utilized, the plan cross-reference identification, and be legible. (State law prohibits Mercury Vapor lighting.) The cut sheets shall include:
 - Light fixture manufacture number
 - Plan identification symbol or abbreviation
 - Fixture graphic
 - Fixture type
 - Fixture add-ons if utilize
 - Lamp type utilized
 - All photometric data
 - Candela distribution curve
- ☒ All exterior lighting manufacture cut sheets shall address the Zoning Ordinance, ZN, and UP stipulations. All cut sheet information shall be legible. Information that is not legible shall not be accepted. (State law prohibits Mercury Vapor lighting.)
- ☐ Up-lighting, if proposed, must be identified at the time of the DRB application. (State law prohibits the use of High Intensity Discharge up-lights over 70 watts.)
- ☐ Other _____

PHOTOMETRICS

The following information indicated with an "☒" shall be provided on the with the Photometrics plans that are to be provided for the entire site addressing Zoning Ordinance, ZN, UP, DRB, Design Guidelines, and the Staff Policy for Site Lighting. Additional information may be required by staff after they have evaluated the design.

- There is a minimum of two photometric studies required for each project. They are (1) the horizontal illuminance on the site, and (2) the vertical light trespass around the perimeter of the site. Each plan requires the following information:
 - A point-by-point foot-candle reading. The horizontal photometric plan grid points, utilizing distinctive grip point symbols (example: *), shall have a maximum spacing of 10'-0" between each point across the entire site, and 10'-0" past the property line. The vertical photometric plan grid point shall be provided only along the property line with a maximum spacing of 10'-0" between each point.
 - A foot-candle reading shall also be provided under at least one of each light fixture type.
 - The plan shall include the lighting templates generated by the lighting design software program to calculate the foot-candle readings. The template shall be for the fixture and lamp specified on the plans. The plan's fixture type identification shall match the cut sheets, electrical site plans, and the lighting schedule. This information shall be provided in a summary table.
 - The plan shall identify the initial maximum, minimum, and average illuminance on the horizontal photometric plan and vertical photometric plan.
 - The plan shall identify the total maintenance (light loss) factor utilized.
 - The maintained light loss factor for all horizontal photometric analysis shall not be below 0.70.

Plans shall only include one horizontal reading across the entire site. Only the building footprint shall be masked out from the reading. (Acceptable additional horizontal reading grids may be: gas station canopies, ATM drive -thrus, walk-up ATMs, and parking garage entries/exits. When separate grids are utilized on the same plan, a separate grid symbol (example: %) must be utilized, and a separate maintained maximum, minimum, average illuminance shall be provided for the grid.)

- The Light Trespass plan (vertical illuminance) shall provide point-by-point foot-candle readings 6'-0" above grade along the entire property line, with the reader at 90-degrees nadir and aimed perpendicular into the site. All light trespass plans reading shall be based on the initial illuminance, 1.00.
- The horizontal illuminance photometric plan, and the vertical light trespass plan may be combined into one sheet if the readings utilize distinctive symbols, a separate summary table for all fixtures utilized, and separate total light loss factors utilized.
- The Photometrics plan shall provide a lighting fixture summary table that presents the following information:
 - Plan identification symbol or abbreviation
 - Fixture type (include the manufacture product identification catalog number)
 - Lamp type (include the manufacture product identification catalog number and wattage)
 - Lamp Lumens
 - Lamp degree Kelvin
 - Fixture lens height above lowest adjacent finished grade
 - Total Light loss factor utilized.

LANDSCAPE PLAN

The following information indicated with an "☒" shall be provided on the landscape plan. Requirements may vary and additional information may be required, depending on the zoning district, development, ZN and UP stipulations.

Plant Palette:

- The landscape plans shall contain an over plant palette.
- ☒ Each plant type shall be identified by its common and botanical name
- ☒ Each plant type including salvage plant material shall have its own individual symbol. (When the same plant is utilized in multiple sizes, each size shall be identified separately.)
- ☒ All plants shall be assigned a planting size.
- ☒ Trees over 15 gallons shall be identified by the trunk caliper size.
- ☐ Turf shall be identified by the total square footage (sqft) provided.
- ☒ All plants utilized in the right-of-way shall be listed on the Arizona Department of Water Resource's (ADWR) Phoenix Active Management Area plant list. All plant material utilized in the right-of-way in Environmental Sensitive Lands (ESL) areas shall be on the ADWR and ESLO the plant lists.
- ☐ All plants utilized on site shall be listed on the Arizona Department of Water Resource's (ADWR) Phoenix Active Management Area plant list.
- ☒ If water-intensive plants (any plant not on the ADWR) are utilized, the maximum allowable square feet (sqft) shall be indicated adjacent to the plant list, pursuant to the City of Scottsdale City Code Section 49-245,

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49-246, and 49-247 (show the calculation). The total growth area in sqft of the water intensive plants shall be provided.

- When water- intensive plants are utilized, the total landscape water usage shall be provided on the plans. The maximum water usage for the entire development shall not exceed 10 acre-feet per year. If usage exceeds this amount, written approval must be obtained from the City of Scottsdale's Water Resource Department (SWRD).

- ☒ All plant palettes in the ESL overlay zoning shall utilize plants from the City of Scottsdale's ESL Plant List.
- ☐ Hydro-seed mixtures shall be identified separately from the plant list. Each plant in the Hydro-seed mixture shall be identified by its common and botanical name. Depending on the location in the city, the mixture may be required to be selected from the ESLO plant list.

Landscape Planting Plan

- ☒ The scale of the landscape plan shall match the scale utilized for the site plan.
- ☒ North arrow
- ☒ All disturbed areas without structures or hardscape improvements shall be revegetated.
- ☒ Show the location of all plants to be planted in accordance with the Zoning Ordinance and any landscaping to remain.
- ☒ Hydro-seed area shall be clear indicated on the plans by hatching, etc. The maximum separation of planted plants in a hydro-seed area is 10 feet.
- ☒ Scenic Corridors shall be maintained and/or revegetated in accordance with the City of Scottsdale's Scenic Corridors Design Guidelines.
- ☒ Medians landscaping shall be provided in accordance with the DS&PM.
- ☒ All easements shall be shown and labeled.
- ☐ All NAOS areas, natural and revegetated shall be shown and labeled.
- ☒ Trees shall not be planted in the Public utility Easements(s).
- ☒ All right-of-way improvements (streets, sidewalks, trails, etc.) adjacent to the project shall be shown and dimensioned.
- ☒ Sight visibility triangles (SVT), drawn pursuant to the Design Standards and Policy Manual (DS&PM), shall be shown to the curb line. (DS&PM Figure 5.3-26 at driveway entrances, and DS&PM Figures 5.3-26 and 5.3-27 at intersections).
- ☒ Multi-trunk trees shall not be provided in the SVT.
- ☒ Trees shall not be planted within 7'-0" of a public water line and/or sewer line.
- ☐ Boulders are considered fixed objects and shall not be placed within the roadside clear zone. Refer to DS&PM for placement criteria.
- ☐ Other _____

WATER AND WASTEWATER BASIS OF DESIGN REPORTS

- The Water and Wastewater Basis of Design Reports shall be prepared in accordance with the DS&PM requirements. The reports shall also address the City of Scottsdale's City Code; additional information may be required, depending on the zoning district, development, ZN and UP stipulations.

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WATER AND WASTEWATER MASTER PLANS

- The Water and Sewer Master Plans shall be prepared in accordance with the DS&PM requirements. The reports shall also address the City of Scottsdale's City Code; additional information may be required, depending on the zoning district, development, ZN and UP stipulations.

DRAINAGE REPORT

- The drainage report shall be prepared in accordance with the DS&PM requirements. The reports shall also address the City of Scottsdale's City Code; additional information may be required, depending on the zoning district, development, ZN and UP stipulations.

CIVIL GRADING AND DRAINAGE PLAN

- The civil grading and drainage plan shall be prepared in accordance with the DS&PM requirements. The plan shall also address the City of Scottsdale's City Code; additional information may be required, depending on the zoning district, development, ZN and UP stipulations.

☒ Proposed roadway and driveway slopes shall be indication on the plans.

- Driveway and roadway slopes shall comply with the DS&PM. ESL zoned areas also shall comply with the Design Guidelines & Policies for Environmentally Sensitive Lands handbook.

☐ Other _____

FIRE DEPARTMENT REQUIREMENTS

The following information is to be utilized as a guide; all projects are subject to the City of Scottsdale's Fire Ordinance and shall be designed accordingly.

- ☒ Show Fire Department design requirement in accordance with the DS&PM.
- ☒ Show the fire truck turning radii on site at all drive corners and turns in accordance DS&PM.
- ☒ Show the location of the Fire Riser Room in accordance with the Fire Code.
- ☒ Show the proposed and existing fire hydrate locations on the site plan.
- ☒ A knox and strobe access system shall be provided for all gates. The location is to be shown on the site plan.
- ☒ Two points of fire department access shall be provided unless otherwise determined by the Fire Department. These locations shall be shown on the site plan and shall address all Fire Ordinance requirements.

- There shall be no parking within a fire lane. Fire lane shall be indicated on the site plan.
- A minimum cross section for two-way traffic for drive aisle without parking adjacent shall be 20-feet. When parking is provided adjacent to the drive aisle, additional width requirements are required.
- The minimum street cross section for one-way traffic shall be 20-feet in width from the face of curb to the face of curb.
- The gate opening for gated entries shall be a minimum of 20-feet.
- Looped water systems shall be provided on site as required by the Fire Ordinance.

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